

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ROSWELL CAPITAL PARTNERS, LLC, as Collateral
Agent; BRIDGEPOINTE MASTER FUND LTD.;
CAMHZN MASTER LDC; and CAMOFI MASTER
LDC,

Plaintiffs,

v.

ALTERNATIVE CONSTRUCTION
TECHNOLOGIES, INC. f/k/a ALTERNATIVE
CONSTRUCTION COMPANY, INC.;
ALTERNATIVE CONSTRUCTION BY PROSTEEL
BUILDERS, INC. f/k/a PROSTEEL BUILDERS,
CORP.; ALTERNATIVE CONSTRUCTION
TECHNOLOGIES CORPORATION; ALTERNATIVE
CONSTRUCTION MANUFACTURING OF
TENNESSEE, INC. f/k/a ALTERNATIVE
CONSTRUCTION TECHNOLOGIES
CORPORATION; ALTERNATIVE
CONSTRUCTION SAFE ROOMS, INC. f/k/a
UNIVERSAL SAFE STRUCTURES, INC.; FUTURE
OF BUILDING INSTITUTE, INC.; ALTERNATIVE
CONSTRUCTION MANUFACTURING OF
FLORIDA, INC.; ALTERNATIVE CONSTRUCTION
BY IONIAN, INC. f/k/a IONIAN CONSTRUCTION,
INC.; ALTERNATIVE CONSTRUCTION BY
REVELS, INC.; ALTERNATIVE CONSTRUCTION
CONSULTING SERVICES, INC.; ALTERNATIVE
CONSTRUCTION DESIGN INC.; SOLAR 18
ACTECH PANEL, INC.; MODULAR RENTAL &
LEASING CORPORATION; JOHN DOES 1-10,

Defendants.

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Case No.: 08-CV-10647(DLC)

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**PROPOSED FINAL
JUDGMENT OF
PERMANENT INJUNCTION
AND OTHER RELIEF
PURSUANT TO FEDERAL
RULE 54(b)**

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The above- captioned action having come before the Court, Honorable Denise L. Cote
presiding, and the issues having been duly heard and decisions having been duly rendered,

WHEREAS two rounds of financing (the “2007 Funding” and the “2008 Funding,” and, collectively, the “Loans”) were provided by plaintiffs BridgePointe Master Fund Ltd., CAMHZN Master LDC, and CAMOFI Master LDC (together, the “Secured Lenders”) to defendants Alternative Construction Technologies, Inc. (“ACT”) and its subsidiaries, Alternative Construction By Prosteel Builders, Inc.; Alternative Construction Technologies Corporation; Alternative Construction Manufacturing Of Tennessee, Inc.; Alternative Construction Safe Rooms, Inc.; Future Of Building Institute, Inc.; Alternative Construction Manufacturing Of Florida, Inc.; Alternative Construction By Ionian, Inc.; Alternative Construction By Revels, Inc.; Alternative Construction Consulting Services, Inc.; Alternative Construction Design Inc.; Solar 18 Actech Panel, Inc.; Modular Rental & Leasing Corporation (collectively, the “ACT Defendants”).

WHEREAS the Secured Lenders, together with plaintiff Roswell Capital Partners, LLC, as Collateral Agent under the Loans (collectively, “Plaintiffs”), commenced this action on December 9, 2008 asserting multiple defaults by the ACT Defendants under the Loans and seeking, among other things: (a) entry of a money judgment, jointly and severally, as against the ACT Defendants; (b) preliminary and permanent injunctive relief enjoining the ACT Defendants from dissipating the Collateral (as defined in those agreements securing the Loans); (c) foreclosure on the Collateral; and (d) an award of attorneys fees and costs as provided for in the Loan agreements.

WHEREAS, by Order of January 26, 2009, the Court ordered, pursuant to Fed. R. Civ. P. 65(a)(2), that a preliminary injunction hearing be consolidated with a trial on the merits with respect to the issue of the ACT Defendants’ breaches and defaults under the Loans.

WHEREAS, following the consolidated trial on the merits regarding Plaintiffs' default claims and preliminary injunction hearing, by Opinion and Order dated January 30, 2009, the Court, among other things, held that: (a) the ACT Defendants committed multiple defaults under both the 2007 and 2008 Fundings; and (b) Plaintiffs were entitled to entry of a preliminary injunction.

WHEREAS, by Order dated February 5, 2009, the Court entered a preliminary injunction which, among other things: (a) directed the ACT Defendants to assemble and deliver all assets constituting Collateral and deliver them to Plaintiffs' control; and (b) granted Plaintiffs the right to possess, operate, control and otherwise exercise the rights and remedies upon default with respect to the Collateral (with the exception of rights to dispose of Collateral, except as expressly provided), pending a trial on the merits of the ACT Defendants' affirmative defenses.

WHEREAS, by endorsed Memorandum Order dated March 10, 2009, the Court found that the ACT Defendants assert no defenses to multiple defaults under the 2007 Funding and thus directed Plaintiffs to submit a final Rule 54(b) judgment pertaining to the claims for relief asserted under the 2007 Funding.

NOW THEREFORE,

UPON the prior findings, opinions and orders of this Court, together with all prior submissions received in this matter:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the ACT Defendants, as well as their past and current servants, employees, agents, representatives, affiliates, officers, directors, and all persons and entities acting in concert with them or under the ownership or control of any of the aforementioned parties, be and hereby are permanently enjoined, restrained, and prohibited from possessing, holding, controlling or hypothecating any and all property and

assets constituting Collateral, as defined and reflected in the 2007 Funding agreements including that Security Agreement, dated June 30, 2007 and that Patent Security Agreement, dated June 30, 2007.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiffs shall have the right to possess, operate, control, foreclose on and otherwise exercise the rights and remedies with respect to the Collateral of a senior secured creditor upon default pursuant to the 2007 Funding agreements, the Uniform Commercial Code, and other governing law.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff BridgePointe Master Fund Ltd., recover from the ACT Defendants, jointly and severally, damages in the amount of \$2,833,629.32, comprised of principal and interest as provided under the 2007 Funding agreements, interest being calculated up to and including March 23, 2009.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff CAMHZN Master LDC, recover from the ACT Defendants, jointly and severally, damages in the amount of \$709,953.99, comprised of principal and interest as provided under the 2007 Funding Agreements, interest being calculated up to and including March 23, 2009.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff CAMOFI Master LDC, recover from the ACT Defendants, jointly and severally, damages in the amount of \$2,072,294.71, comprised of principal and interest as provided under the 2007 Funding agreements, interest being calculated up to and including March 23, 2009.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, pursuant to the 2007 Funding agreements, Plaintiffs as the prevailing parties shall submit an application to this Court for payment of their reasonable attorneys fees, costs and expenses incurred in the investigation,

preparation and prosecution of this action, together with a proposed Supplemental Final Judgment Awarding Fees, Expenses and Costs, no later than April 15, 2009.

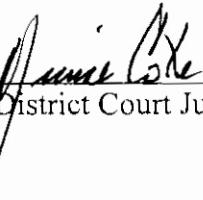
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this Court shall retain jurisdiction of this matter for the purposes of enforcing the terms of this judgment and/or for the purposes of entry of any deficiency judgment following foreclosure on the Collateral.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this final judgment shall resolve and dispose of Counts I, III, and VIII of the Complaint in this action, and that Plaintiffs shall be entitled to seek additional relief as to all other Counts alleged in the Complaint.

There being no just reason for delay, pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, the Clerk is ordered to enter this Final Judgment forthwith and without further notice.

Dated: March 26, 2009
New York, New York

SO ORDERED:


United States District Court Judge

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